

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

FILED

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CLERK OF DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ROBERT TRENT JONES II, INC. and
ROBERT TRENT JONES LICENSING
GROUP, LLC

Case No. 07-CV-04913-EDL

Plaintiffs,

v.

GFSI, INC. d/b/a GEAR FOR SPORTS,
INC.

**DECLARATION OF RICHARD E.
LEVINE, ESQ. IN SUPPORT OF
ADMINISTRATIVE MOTION TO FILE
UNDER SEAL PURSUANT TO CIVIL
LOCAL RULES 7-11 AND 79-5 IN
CONNECTION WITH PLAINTIFFS'
MOTION FOR PRELIMINARY
INJUNCTION**

Defendants.

I, Richard E. Levine, Esq., declare:

1. I am counsel to plaintiffs herein and a member of the bar of this Court.
2. In support of Plaintiffs' Administrative Motion to file the Declaration of Thomas

B. Zetlmeisl with attached exhibits under seal, I attach hereto a true and correct copy of an excerpt of the License Agreement between the parties to this action. Such excerpt contains section 12.10 of the agreement, which requires that the parties "maintain in confidence all Proprietary Information provided to each other . . ."

The above is true of my own first hand knowledge and, if called as a witness, I could and would competently testify thereto. I make this declaration under penalty of perjury on November 30, 2007, at San Francisco, California.



Richard E. Levine, Esq.

ROBERT TRENT JONES II LICENSING GROUP, LLC

INTELLECTUAL PROPERTY LICENSE AGREEMENT

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Name and Address of LICENSOR:

**ROBERT TRENT JONES II
LICENSING GROUP, LLC
705 Forest Avenue
Palo Alto, California 94301
USA**

Name and Address of LICENSEE:

**GFSI, INC.
D/B/A GEAR FOR SPORTS
9700 Commerce Parkway
Lenexa, Kansas 66219
USA**

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Exhibit A:	Licensed Rights
Exhibit B:	Licensed Products
Exhibit C:	Royalty Report Form
Exhibit D:	Product Detail/Approval Form
Exhibit E:	Marketing, Distribution, Financial and Quality Plan

12.10 RTJ2 and LICENSEE shall maintain in confidence all Proprietary Information provided to each other and both shall use same only for performing their obligations hereunder, and both shall, upon termination or expiration of this Agreement, return to each all Proprietary Information recorded on tangible medium. Proprietary Information means all information not

(a) already in RTJ2's or LICENSEE's possession prior to its receipt from either party, *and/or*

(b) now or hereafter available to the general public through no act or fault of RTJ2 or LICENSEE, *and/or*

(c) rightfully disclosed to RTJ2 or LICENSEE by a third party without restriction on its use or disclosure.

12.11 LICENSEE shall use reasonable efforts to ensure that the Licensed Products do not infringe Intellectual Property Rights not owned by LICENSEE and shall notify RTJ2 of any claim by any third party involving infringement of third party Intellectual Property Rights for which the Licensed Products are the subject of such claims.